

1 ALLEN HYMAN, ESQ. (CBN: 73371)
 LAW OFFICES OF ALLEN HYMAN
 2 10737 Riverside Drive
 North Hollywood, California 91602
 3 Tel.: (818) 763-6289 or (323) 877-3405
 Fax: (818) 763-4676
 4 E-mail: lawoffah@aol.com

5 Attorneys for Plaintiff,
 MORADA MUSIC, LLC
 6
 7

8 **UNITED STATES DISTRICT COURT**
 9 **CENTRAL DISTRICT OF CALIFORNIA**
 10

11 MORADA MUSIC, LLC, a California)	Case No. CV11-07676 MMM (MANx)
12 limited liability company,)	
13 Plaintiff,)	(PROPOSED) FINAL ORDER PROVIDING
14)	FOR A PERMANENT INJUNCTION; AND
15 v.)	A FINAL RESOLUTION OF THIS CASE
16 JAMIE TATE, an Individual,)	
17 Defendant.)	
18 _____)	

19 The Court finds and orders as follows:

20 On September 14, 2011, plaintiff Morada Music, LLC
 21 ("MORADA") filed this action against defendant Jamie Tate ("TATE")
 22 asserting claims for libel and trade libel.

23 The Court finds, that the parties have entered into a
 24 settlement agreement, which provides for entry of this Order as a
 25 final resolution of this matter.

26 **Permanent Injunctive Relief**

27 Defendant Jamie Tate, his agents, servants, employees and
 28 attorneys, and other persons who are in active concert or

1 participation with Jamie Tate who receive notice of this order, are
2 permanently enjoined from:

3 (1) Publishing on the Internet, or in any other media,
4 any comments pertaining to, or reflecting on MORADA, or its trade
5 name, Audio Fidelity ("M/AF"), concerning:

6 (a) M/AF's master engineering process; or

7 (b) M/AF's mastering or re-mastering process; or

8 (c) the nature of M/AF's mastering or re-mastering
9 process; or

10 (d) the conduct of M/AF's engineers in their
11 capacity or activities undertaken on behalf of M/AF in the
12 mastering or re-mastering process; or from commenting upon,

13 (e) the nature or content of the source material
14 utilized by M/AF to create its recordings.

15 The Court finds that the parties by their settlement
16 agreement as indicated by their stipulation submitted to the Court
17 provides that the Court retains jurisdiction to interpret and
18 enforce the settlement agreement as between the parties.

19 Other than the entry of this permanent injunction, and
20 this Court's retention of jurisdiction to enforce the settlement
21 agreement between the parties, the Court as a final resolution of
22 this matter dismisses plaintiff's complaint with prejudice,

23 ///

24 ///

25 ///

26 ///

27 ///


28 ///

1 and finds that each party is to bear their own costs and attorneys'
2 fees.
3

4 DATED: _____

U.S. DISTRICT COURT JUDGE

5
6 Submitted by:

7 
8 _____
9 Allen Hyman, Esq.
10 Attorney for Plaintiff,
MORADA MUSIC, LLC
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28